



MISSOURI DEPARTMENT OF TRANSPORTATION

BID GUIDELINES AND DOCUMENTATION

FOR PURCHASES \$25,000 AND OVER

THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: AUGUST 21, 2006	QUOTE DUE BY: SEPTEMBER 6, 2006 @ 1 P.M. LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED NO LATER THAN: 21 DAYS ARO	BID #: D8X2-7004 THIS BID NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: RYAN TURNER PROCUREMENT AGENT (417) 895-7654 – PHONE (417) 895-6704 – FAX E-MAIL: RYAN.TURNER@MODOT.MO.GOV
DISTRICT MAILING ADDRESS: MISSOURI DEPT. OF TRANSPORTATION – DISTRICT 8 P.O. Box 868 SPRINGFIELD, MO 65803		DELIVERY LOCATION: MoDOT DISTRICT 8 GARAGE 3025 E. KEARNEY SPRINGFIELD, MO 65803

Bids are being requested to establish prices for **rotary mowers** as listed below. Estimated qtls needed are listed, but prices shall be firm for 90 days from award date in case additional units are needed. Award will be made on an "Item by Item" basis using the "lowest and best" principle of award provided the prices are acceptable to MoDOT District 8. **Past experience including durability, serviceability, parts availability, etc., with various makes will be considered when awarding the quotation.**

See required specifications for each mower size beginning on pg. 2

NOTE: Submit descriptive literature and specifications showing exact equipment you propose to furnish.

Bid Item	Estimated Quantity Needed	U/M	DESCRIPTION (Including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
#1	6	ea	6' Rotary Mower Make: _____ Model: _____			
#2	6	ea	7' Rotary Mower Make: _____ Model: _____			
#3	1	ea	8' Rotary Mower Make: _____ Model: _____			
#4	3	ea	15' Rotary Mower Make: _____ Model: _____			

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. Sealed envelopes must be clearly marked "D8X2-7004 ROTARY MOWER BID". See attached for conditions and instructions.

VENDOR INFORMATION

Vendor Name /Mailing Address		Vendor Contact Information (including area codes):																		
		Phone #:																		
		Fax #																		
		Cellular #																		
Printed Name and Title of Responsible Officer or Employee:		Signature:																		
Is your company registered/certified with the State of Missouri as a (please circle): <table style="margin-left: auto; margin-right: 0;"> <tr> <td style="text-align: right;">Is your firm MBE Certified?</td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;">Is your firm WBE Certified?</td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;">Would your company like information on becoming a registered/certified MBE/WBE vendor?</td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> </table>						Is your firm MBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Is your firm WBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Would your company like information on becoming a registered/certified MBE/WBE vendor?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your firm MBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>																
Is your firm WBE Certified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>																
Would your company like information on becoming a registered/certified MBE/WBE vendor?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>																

VENDOR NOTES

Specifications for Rotary Mowers

Rotation of mower gearbox(es) must be reversible. Prices submitted for each line item shall be for either clockwise or counter-clockwise rotation. Mower rotation will be specified at time of order.

BID ITEM #1: 6' ROTARY MOWER SPECIFICATIONS:

GENERAL - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 3 point hitch type, P.T.O. driven 6' rotary mower. The purpose of this specification is to specify a mower engineered and designed that will assure Highway right-of-way mowing with a minimum amount of down time. Parts and service availability must be within 24 hour of contact.

DRIVE - The mower shall be gear driven with power transmitted directly from tractor P.T.O. The output shaft of gearbox shall be the spindle for the blade carrier assembly. The tractor yoke of the main driveshaft shall have a spring tension lock coupler for quick

attachment to the tractor P.T.O. shaft. Driveline shall have a three-year warranty. A copy of the warranty must be included in your bid.

GEAR BOX ASSEMBLY - Gears shall be of forged heat-treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gearbox shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gearbox will have a five-year warranty. A copy of the warranty must be included in your bid. The gearbox shall be the manufacturer's premium model; engineered, rated at minimum of 100 HP by the gearbox manufacturer in their standard engineer/sales data.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the blade shall turn clockwise or counter-clockwise as specified when ordered.

DRIVE LINES AND U-JOINTS - All U-Joints will be equipped with neoprene seals and needle bearings. P.T.O. drivelines shall have heavy-duty four-disk type and quick disconnect slip clutches. Driveline gearbox will be a minimum 35R size and type (ASAE Category 4, 46 HP at 540 RPM) size. Power take-off shaft and driveline shall be of one brand manufacture. Driveline will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints shall be equipped with grease zerks. All universal joints and driveshafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

STRUCTURAL - Deck minimum of 10-gauge steel and reinforced with 10-gauge steel to maintain integrity. Band or skirt will be 1/4" thickness rolled I beam sides with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck.

BLADES AND RUNNERS - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a maximum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened blade bolts with 1 1/2" blade wear surface. The gearbox spindle shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 10-gauge steel stamping with a minimum 30" diameter and 2 3/4" side height. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable, hard faced, skid shoes shall be provided to protect the leading edge of the mower sides.

CUTTING HEIGHT - Adjustable from 4" - 12".

WHEELS, AXLES AND SUSPENSIONS - The mower shall be equipped with one tail wheel for 3 point hitch. Wheel hub will be heavy-duty cast type with grease zerk. Tire shall be a laminated type puncture proof tire.

HITCH - Hitch shall be a heavy-duty category one 3-point type. Hitch shall have 3 braces welded on both sides of hitch (total of 6 braces) and to the mower deck.

SAFETY - All guards and shields will meet SAEJ232 requirements. The mower shall have front and rear 3/8" safety chain guards to protect the area surrounding the mower from flying objects.

COLOR - Color to be manufacturer's standard over a prime coat.

BID ITEM #2: 7' ROTARY MOWER SPECIFICATIONS:

GENERAL - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 3 point hitch type, P.T.O. driven 7-foot rotary mower. The purpose of this specification is to specify a mower engineered and designed that will assure Highway right-of-way mowing with a minimum amount of down time. Parts and service availability must be within 24 hour of contact.

DRIVE - The mower shall be gear driven with power transmitted directly from tractor P.T.O. The output shaft of gearbox shall be the spindle for the blade carrier assembly. The tractor yoke of the main driveshaft shall have a spring tension lock coupler for quick attachment to the tractor P.T.O. shaft. Driveline shall have a three-year warranty. A copy of the warranty must be included in your bid.

GEAR BOX ASSEMBLY - Gears shall be of forged heat-treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gearbox shall be reinforced base mounted type. Gearbox bolts must have the capability of being

retightened from the topside. All lubrication areas will be of easy access. Gearbox will have a five-year warranty. A copy of the warranty must be included in your bid. The gearbox shall be the manufacturer's premium model; engineered, rated at minimum of 100 HP by the gearbox manufacturer in their standard engineer/sales data.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the blade shall turn clockwise or counter-clockwise as specified when ordered.

DRIVE LINES AND U-JOINTS - All U-Joints will be equipped with neoprene seals and needle bearings. P.T.O. drivelines shall have heavy-duty four-disk type and quick disconnect slip clutches. Driveline gearbox will be a minimum 35R size and type (ASAE Category 4, 46 HP at 540 RPM) size. Power take-off shaft and driveline shall be of one brand manufacture. Driveline will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints shall be equipped with grease zerks. All universal joints and driveshafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

STRUCTURAL - Deck minimum of 10-gauge steel and reinforced with 10-gauge steel to maintain integrity. Band or skirt will be 1/4" thickness rolled I beam sides with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck.

BLADES AND RUNNERS - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a maximum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened blade bolts with 1 1/2" blade wear surface. The gearbox spindle shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 10-gauge steel stamping with a minimum 30" diameter and 2 3/4" side height. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable, hard faced, skid shoes shall be provided to protect the leading edge of the mower sides.

CUTTING HEIGHT - Adjustable from 4" - 12".

WHEELS, AXLES AND SUSPENSIONS - The mower shall be equipped with one tail wheel for 3 point hitch. Wheel hub will be heavy-duty cast type with grease zerk. Tire shall be a laminated type puncture proof tire.

HITCH - Hitch shall be a heavy-duty category one 3-point type. Hitch shall have 3 braces welded on both sides of hitch (total of 6 braces) and to the mower deck.

SAFETY - All guards and shields will meet SAEJ232 requirements. The mower shall have front and rear 3/8" safety chain guards to protect the area surrounding the mower from flying objects.

COLOR - Color to be manufacturer's standard over a prime coat.

BID ITEM #3: 8' ROTARY MOWER SPECIFICATIONS:

GENERAL - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty 3 pt. hitch, P.T.O. driven dual gearbox rotary mower providing a cutting swath of 8', without evidence of streaking. The intent and purpose of this specification is also to describe a mower with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. Single gearbox mowers will not be acceptable. Parts and service must be available within 24 hours of contact. *Finish cut type of mower is not acceptable.*

DRIVE - The mower shall be gear driven with power transmitted directly from tractor P.T.O. to a heavy-duty primary gearbox or power divider, which will transmit power to secondary gear box(s). The output shafts of primary and secondary gearboxes shall be the spindles for the blade carrier assemblies. The mower shall operate with tractors with 540 RPM P.T.O. speed.

GEAR BOX ASSEMBLIES - Gears shall be of forged heat-treated steel running on lubricated bearings, completely enclosed in malleable or heavy-duty steel housing. Gearboxes shall be reinforced base mounted type. Gearbox will have a five-year warranty. A copy of the warranty must be included in your bid.

PRIMARY GEAR BOX - The primary power divider or gearbox shall have approximate rating of minimum 100 HP.

SECONDARY GEAR BOX - The secondary gear box(s) shall have approximate rating of minimum 80 HP. The secondary box(s) shall be of a design allowing the rotation of the blades to be reversed. (You must include specifications, literature and instructions for rotation reversal in your bid.)

DRIVE LINES AND U-JOINTS - Heavy-duty self-adjusting and telescopic drive shafts with main drive shaft as a constant velocity type and U-Joints will be not less than 35R size and type. All U-Joints will be equipped with neoprene seals and needle bearings. P.T.O. drivelines shall have quick disconnect slip clutches. Drivelines shall have metal guards or shields meeting J232 requirements.

STRUCTURAL - Deck and side bands minimum 10-gauge steel with deck reinforced. Equipped with a torsion bar type to reduce vibration. Must have rolled I beam sides made of 1/4" material shaped to form sides of cutter.

BLADES AND RUNNERS - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Replaceable skid shoes shall be provided for protection in the event the tractor drops in a low place or ridges over a high point.

CUTTING HEIGHT - Adjustable from 4" – 12".

WHEELS, AXLES AND SUSPENSIONS - The mower shall be equipped with not less than two trail type laminated tires properly spaced for best weight distribution. The wheels will be mounted with a minimum of five lug bolts and the wheel hubs will have roller bearings.

HITCH - 3 pt. hitch with pin diameters and inside spread width suitable for attaching to tractors with category II three point hitch and lift, double lift chain assemblies.

SAFETY - The mower shall have steel side deflectors, front and rear 5/16" safety chain guards to protect the area surrounding the mower from flying objects. All guards and shields will meet SAE J232 requirements.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

BID ITEM #4: THREE SECTION FLEXIBLE 15' ROTARY MOWER SPECIFICATIONS:

GENERAL - The intent and purpose of this specification is to establish minimum quality, safety and performance standards for heavy-duty tow type, P.T.O. driven hinged three-section rotary mower providing an optional cutting swath of 5', 10', or 15' without evidence of streaking. The intent and purpose of this specification is also to describe a mower with engineering and design that will assure trouble-free Highway right-of-way mowing with a minimum amount of down time. Parts and service availability must be within 24 hour of contact.

DRIVE - The mower shall be gear driven with power transmitted directly from tractor P.T.O. to a heavy duty primary gear box or power divider located on mower center section which will transmit power to secondary gear boxes located on mower wing sections. The output shafts of primary and secondary gearboxes shall be the spindles for the blade carrier assemblies. The tractor yoke of the main driveshaft shall have a spring tension lock coupler for quick attachment to the tractor RPM P.T.O. output shaft. Yoke connector at the splitter gearbox shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Drivelines will have a three-year warranty. A copy of the warranty must be included in your bid.

GEAR BOX ASSEMBLIES - Gears shall be of forged heat-treated steel running on lubricated bearings, completely enclosed in malleable or steel housing. Gearboxes shall be reinforced base mounted type. Gearbox bolts must have the capability of being retightened from the topside. All lubrication areas will be of easy access. Gearboxes will have a minimum five-year warranty. A copy of the warranty must be included in your bid.

PRIMARY GEAR BOX - The primary power divider or gearbox shall be the manufacturers premium model; engineered, rates and listed a minimum 200 HP by the gearbox manufacturer in their standard engineer/sales data. The divider gearbox will evenly divide the input power between three output shafts to power three individual and separate spindle gearboxes.

SECONDARY GEAR BOX - The secondary or wing gearboxes shall be the manufacturers premium model; engineered, rates and listed a minimum have a rating minimum of 175 HP by the gearbox manufacturer in their standard engineer/sales data. Secondary gearboxes shall all be the same, except for the direction of rotation.

BLADE ROTATION - As viewed from above the deck, facing the tractor, the left wing and center section shall turn clockwise and the right wing shall turn counterclockwise.

DRIVE LINES AND U-JOINTS - Heavy-duty self adjusting and telescopic drive shafts with main drive shaft to be of a 80° constant velocity type and U-Joints will be not less than 44R size and type (ASAE Category 5, 80 HP at 540 RPM). A decal shall be attached to the towing tongue detailing correct hitch placement and driveline attachment dimensions as per SAE Standard J1170, Rear Power Take-Off for Agriculture Tractors. All U-Joints will be equipped with neoprene seals and needle bearings. Drivelines and U-Joints shall automatically compensate for angles as wings are raised or lowered. P.T.O. drivelines and wing drivelines shall have quick disconnect slip clutches. Drivelines to the three gearboxes will be a minimum 35R size and type (ASAE Category 4, 46 HP at 540 RPM) size. The splitter gearbox end yoke shall have a spring tension lock coupler for quick attachment/removal to the splitter gearbox shafts. Spindle gearbox yoke shall be an interference bolt type. Quick connector yoke at splitter gearbox is not acceptable. Heavy-duty slip clutches (torque limiter) shall be installed before each of the three spindle gearboxes. Power take-off shaft and all drivelines shall be of one brand manufacture. Drivelines will allow a smooth transfer of torque during all modes and angles of operation of the mower. All universal joints and sliding tubes shall be equipped with grease zerks. All universal joints and driveshafts shall be completely covered with a non-rotating shield in compliance with OSHA regulations.

STRUCTURAL - Deck and wings a minimum of 10 gauge steel and reinforced with 10 gauge steel to maintain integrity. Band or skirt will be 1/4" thickness with a minimum depth of 10 1/2" welded to the deck with a continuous weld. An under deck ring, 1/2" thick by 3" high by 48" in diameter, rolled from a continuous piece of flat steel shall be continuously welded, perpendicular to the bottom of the mower's deck. The ring shall be positioned so a blade would contact it just behind the blade cutting edge. The deck ring will provide reinforcement and protection of the deck.

BLADES AND RUNNERS - The blades shall be heavy-duty 1/2" x 4" SAE 5160 chrome steel suction type with breakaway feature. Blades may have a minimum 3" drop. Blades will be mounted with replaceable minimum 1 1/8" UNF hardened blade bolts with 1 1/2" blade wear surface. The three gearbox spindles shall be equipped with heavily reinforced round dish (stump jumper) blade carrier. Carrier will be a dish shaped minimum 10-gauge steel stamping with a minimum 30" diameter and 2 3/4" side height. When installed the top lip of dish shall be no more than 4" from the bottom of the deck. The blade carrier shall be dynamically balanced to minimize vibration. Replaceable, hard faced, skid shoes on center and wing sections shall be provided for protection in the event the tractor drops in a low place or ridges over a high point. Blades shall overlap 6". Mower shall be equipped with adjustable mechanical stops to prevent scalping when the mower is lowered to the cutting position. A system shall be provided to lock the center section and both wings in roading position. Transport locks shall be mechanical devices to remove all stress from the hydraulic cylinders and their mounts.

CUTTING HEIGHT - Adjustable from 4" - 12".

HYDRAULICS - The mower shall utilize the tractor hydraulic system and have hydraulic cylinders to raise the wings and adjust the cutting height. The wing cylinders shall allow for a minimum of 11° wing movement or float during operation without pumping the hydraulics. Hydraulic cylinders shall be designed for 3,000 PSI operating pressure. All cylinder shafts will be hard chrome plated and rebuildable. The piston seal shall be poly-hone glass-filled-teflon type O-ring seal designs are not acceptable. The piston rod packing shall be a V-stack or U-pack design. V-stack shall include provisions for adjustment; U-pack shall be retained in an internal groove. Rod wiper shall be a urethane wiper ring (not metal clad). Gland collar will be either externally threaded onto the outside of the cylinder barrel or internally threaded into the cylinder barrel. Designs using an internal wire/lock ring to hold the gland in/on are not acceptable. The hydraulic inlet and outlet shall be welded fixed ferrules located on the cylinder shell. Wings will be capable of flexing from 22° below horizontal to 90° above horizontal to follow any terrain. You should not include the hydraulic valves, which will be supplied on the tractors. All hoses (minimum 1/2" ID 2-wire non-skive) and quick couplings necessary for mounting on the tractor should be included. Safeguards shall be provided to stop the wings from rising to a point that would prevent it from being lowered from the operator's station. Mower shall have an A-Frame or similar support to protect the hoses between tractor and mower. The mower shall have a manually operated auxiliary winch to raise or lower each wing independently in case of hydraulic failure and rods or bars to secure the wings when roading. Hydraulics will meet SAE J517 and J232 requirements.

WHEELS, AXLES AND SUSPENSIONS - The mower shall be equipped with not less than six trail type laminated tires properly spaced for best weight distribution. The wheels will be mounted with a minimum of five lug bolts and the wheel hubs shall have roller bearings. Rear axle arrangement shall provide for two sets of two wheels each at center section, and a single wheel at each wing section. Main axle, axle arms and wheel spindles will be heavy duty with independent heavy-duty 3" spring suspension for each wheel. All wheel hubs will be heavy-duty cast type with grease zerk.

HITCH - Towing hitch shall be a heavy-duty swivel clevis type providing easy maneuverability. Hitch shall be of adequate design to accommodate all angles and stress caused from roadside right-of-way mowing. The tongue will be "A" frame design. Twin leveling rods to balance the weight.

PARKING JACK - A heavy-duty retractable pin-on type hand operated screw type jack is to be furnished and installed on the tongue perpendicular to the ground with the mower set at a 6" mowing height to aid in attaching the mower to the tractor. A second mount for this jack shall be attached to the top of the mower deck to safely store when not in use and not to interfere with mowing operation.

SAFETY - All guards and shields will meet SAEJ232 requirements. The mower shall have front and rear 3/8" safety chain guards to protect the area surrounding the mower from flying objects. Unit will have wing transport locks.

COLOR - Color to be manufacturer's standard over a prime coat.

The Missouri Department of Transportation - District 8 reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise

out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

Award

Award of this bid/quote/proposal will be made on an "Item By Item" basis using the "lowest and best" principle of award.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.